

EXHIBIT OO

STATE FARM LIFE and ACCIDENT ASSURANCE COMPANY
HOME OFFICE, [ONE STATE FARM PLAZA BLOOMINGTON, ILLINOIS 61710]

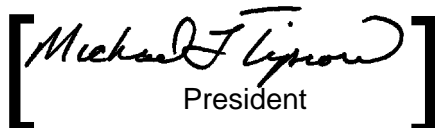


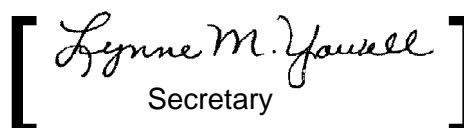
Insured [John J Doe]
[Male]
Age [35]
Policy Number [AS-0000-0000]
Policy Date [November 18, 2018]
Initial Basic Amount [\$50,000]

This Policy is based on the Application and the Payment of Premiums, as specified in this Policy, while the Insured lives. State Farm Life and Accident Assurance Company will pay the Proceeds to the Beneficiary when due proof of the Insured's death is received.

30-Day Right to Examine the Policy. This Policy may be returned within 30 days of its receipt for a refund of all premiums paid. Return may be made to State Farm Life and Accident Assurance Company or one of Our agents. If returned, this Policy will be void from the Policy Date.

Read this Policy with Care. This is a legal contract between You and State Farm Life and Accident Assurance Company.


President


Secretary

BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A Death Benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive prior to the Policy Anniversary when the Insured is age 121. The Basic Plan is eligible for Annual Dividends.

CONTENTS

	PAGE
Policy Identification	3
Schedule of Benefits	3
Schedule of Premiums	3
Interest Rates	3
Charges and Fees	3
Annual Dividends	3
Minimum Death Benefit Percentage of Account Value Table	4
Schedule of Surrender Charges	4
Cost of Insurance Rates and Monthly Charges	4
Definitions	5
General	6
The Contract.	Annual Dividends.
Definition of Life Insurance Test.	Projection of Benefits and Values.
Transaction Delay.	Assignment.
Annual Report.	Error in Age or Sex.
Minimum Values.	Incontestability.
Determination of Rates and Charges.	Limited Death Benefit.
Ownership	9
Owner.	Change of Owner/Successor Owner.
Death Benefit and Death Benefit Options	9
Death Benefit.	Change in Basic Amount.
Death Benefit Options.	Change of Death Benefit Option.
Premium	10
Payment of Premiums.	Grace Period.
Premium Charge.	Reinstatement.
Rejection of Premium Payments for Tax Purposes.	
Guaranteed Values	12
Account Value.	Monthly Policy Charge.
Monthly Deduction.	Monthly Issue Charge.
Cost of Insurance.	Interest Credited.
Monthly Cost of Insurance Rates.	Surrender Charge.
Surrender and Withdrawals	13
Surrender.	Withdrawals.
Policy Loan	14
Loan.	Loan Interest.
Loan Value.	Loan Repayment.
Payment of Benefits	14
Beneficiary Designation.	Order of Payment on the Insured's Death.
Change of Beneficiary Designation.	Methods of Payment.

The Application and any Riders and Endorsements follow page 16.

POLICY IDENTIFICATION

Insured	[JOHN J DOE]	Age [35]
	[(Male)]	
Policy Number	AS-0000-0000]	Initial Basic Amount \$[50,000]
Policy Date	[January 15, 2018]	
Issue Date	[January 15, 2018]	
Owner	[JANE A DOE]	

SCHEDULE OF BENEFITS

Universal Life Basic Plan:

Death Benefit Option [1] (Basic Amount includes the Account Value)
 Basic Amount: \$[50,000]
 Class of Risk: [Standard Male Non-Tobacco]
 Basic Amount Minimum [until the Policy Anniversary when the Insured is age 55: \$50,000
 Basic Amount Minimum on and after the Policy Anniversary when the Insured is age 55: \$25,000]
 Minimum Amount of Increase: \$[25,000]
 Minimum Amount of Decrease: \$[10,000]
 Minimum Withdrawal: \$[500]
 Definition of Life Insurance Test: [Guideline Premium Test]

SCHEDULE OF PREMIUMS

Initial Premium: \$[567.00]	
Planned Premium: \$[567.00]	
Payment Period: [Annual]	
Beginning:	Total Premiums
[January 15, 2018]	For Policy Year
	\$ [567.00]

INTEREST RATES

Guaranteed Interest Rate: 2%
 Insurance Discount Factor: 1.0016516

CHARGES AND FEES

Deduction Date:[15th of each month]

Maximum Premium Charge Percentage: 7%

Maximum Monthly Policy Charge in Policy Years 1-5:	\$8.00
Maximum Monthly Policy Charge in Policy Years 6 & later:	\$12.00

For the Initial Basic Amount, the Maximum Monthly Issue Charge in first 120 Policy Months starting on the Policy Date:
 \$.05 per \$1000, subject to a maximum of \$25.00 per month.
 For each increase in Basic Amount, the Maximum Monthly Issue Charge in first 120 Policy Months starting on the
 Effective Date of the increase:
 \$.05 per \$1000, each subject to a maximum of \$25.00 per month.

Continuation of Page 3

ANNUAL DIVIDENDS

This Policy is eligible for Annual Dividends; however, We don't expect to pay dividends on this Policy. Dividends aren't guaranteed. The minimum dividend accumulation Interest Rate is [1] percent per year. See the Annual Dividends provision on page 7.

NOTE: The Planned Premium shown may not continue this Policy in force to the Policy Anniversary when the Insured is age 121 even if this amount is paid as scheduled. The period for which this Policy will continue will depend on (1) the amount, time, and frequency of premium payments, (2) changes in Premium Charge Percentage, (3) changes in the Basic Amount and Death Benefit Option, (4) changes in interest in excess of the Guaranteed Interest Rate, (5) changes in Monthly Deductions including Cost of Insurance, Monthly Charges for any Riders, Monthly Policy Charge, and Monthly Issue Charge, and (6) Withdrawals and Loans. See the Determination of Rates and Charges provision for rates and charges we can change.

This Policy may not qualify as life insurance under federal tax law after the Policy Anniversary when the Insured is age [100] and may be subject to adverse tax consequences. A tax advisor should be consulted before the Owner chooses to continue this Policy after the Policy Anniversary when the Insured is age [100].

MINIMUM DEATH BENEFIT PERCENTAGE OF ACCOUNT VALUE TABLE

AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE
[35	250%	51	178%	67	118%	83	105%]
[36	250%	52	171%	68	117%	84	105%]
[37	250%	53	164%	69	116%	85	105%]
[38	250%	54	157%	70	115%	86	105%]
[39	250%	55	150%	71	113%	87	105%]
[40	250%	56	146%	72	111%	88	105%]
[41	243%	57	142%	73	109%	89	105%]
[42	236%	58	138%	74	107%	90	105%]
[43	229%	59	134%	75	105%	91	104%]
[44	222%	60	130%	76	105%	92	103%]
[45	215%	61	128%	77	105%	93	102%]
[46	209%	62	126%	78	105%	94	101%]
[47	203%	63	124%	79	105%	95 & over	100%]
[48	197%	64	122%	80	105%]		
[49	191%	65	120%	81	105%]		
[50	185%	66	119%	82	105%]		

The percentages in the table above are those in effect on the Policy Date. We reserve the right to change the percentages if the table becomes inconsistent with any section of, regulation or ruling under, the Code, as amended from time to time.

Continuation of Page 4

SCHEDULE OF SURRENDER CHARGES

Beginning Policy Year	Policy Month	Surrender Charge	Beginning Policy Year	Policy Month	Surrender Charge
[1	1	\$14.50	2	8	\$290.00]
[1	2	29.00	2	9	304.50]
[1	3	43.50	2	10	319.00]
[1	4	58.00	2	11	333.50]
[1	5	72.50	2	12	348.00]
[1	6	87.00	3	1	348.00]
[1	7	101.50	4	1	348.00]
[1	8	116.00	5	1	348.00]
[1	9	130.50	6	1	348.00]
[1	10	145.00	7	1	313.20]
[1	11	159.50	8	1	278.40]
[1	12	174.00	9	1	243.60]
[2	1	188.50	10	1	208.80]
[2	2	203.00	11	1	174.00]
[2	3	217.50	12	1	139.20]
[2	4	232.00	13	1	104.40]
[2	5	246.50	14	1	69.60]
[2	6	261.00	15	1	34.80]
[2	7	275.50	16	1	0.00]

Additional Surrender Charges will apply for each increase in Basic Amount for 15 years starting on the Effective Date of the increase.

COST OF INSURANCE RATES AND MONTHLY CHARGES

Maximum Monthly Cost of Insurance Rates
Per \$1000

(Class of Risk-Standard Male Non-Tobacco)

Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate
[35	0.0767	51	0.2103	67	0.8564	83	5.8570	99	34.9301]
[36	0.0884	52	0.2303	68	0.9466	84	6.7068	100	38.0112]
[37	0.1001	53	0.2512	69	1.0513	85	7.7030	101	41.0696]
[38	0.1092	54	0.2730	70	1.1756	86	8.8673	102	44.2187]
[39	0.1159	55	0.2939	71	1.3230	87	10.2155	103	47.4035]
[40	0.1218	56	0.3131	72	1.4970	88	11.7358	104	50.5625]
[41	0.1293	57	0.3332	73	1.6978	89	13.4042	105	53.6214]
[42	0.1376	58	0.3550	74	1.9256	90	15.1901	106	57.0809]
[43	0.1460	59	0.3818	75	2.1772	91	17.0438	107	61.6790]
[44	0.1510	60	0.4153	76	2.4546	92	18.9329	108	66.8137]
[45	0.1560	61	0.4597	77	2.7623	93	20.8043	109	72.5870]
[46	0.1618	62	0.5109	78	3.1094	94	22.5643	110	79.1306]
[47	0.1677	63	0.5696	79	3.5096	95	24.4455	111-120	83.3333]
[48	0.1752	64	0.6334	80	3.9767	96	26.9636	121 & over	0.0000]
[49	0.1836	65	0.7024	81	4.5139	97	29.1806]		
[50	0.1944	66	0.7756	82	5.1331	98	31.9375]		

The Maximum Monthly Cost of Insurance Rates are based on the Insured's age last birthday at the start of the Policy Year, sex, and tobacco use as shown above. The 2017 Commissioners Standard Ordinary [Nonsmoker] Ultimate Age Last Birthday Mortality Table applies. Modifications are made if the Class of Risk is other than Standard.

DEFINITIONS

We, Us, and Our refer to State Farm Life and Accident Assurance Company.

You and Your refer to the Owner.

Application. Includes any life insurance Application, any Application for change in this Policy, medical history, questionnaire, and other documents from You or any other person proposed for insurance which are made a part of this Policy.

Basic Amount. The Initial Basic Amount plus any Basic Amount Increases less any Basic Amount Decreases shown on page 3.

Basic Amount Minimum. Shown on page 3.

Benefit Period Ends. For any Rider, the coverage for the benefit extends to, but does not include, the Policy Anniversary in the year shown on page 3 under this heading.

Cash Surrender Value. The Cash Value less any Loan and accrued Loan Interest. This amount will not be less than zero.

Cash Value. The Account Value less any Surrender Charge. If this Policy is Surrendered within 31 days after a Policy Anniversary, this amount will not decrease within that period except for any Withdrawals.

Class of Risk. The underwriting class of the person Insured. A Class of Risk will be determined for the Initial Basic Amount and each Basic Amount Increase.

Code. The United States Internal Revenue Code, as amended from time to time.

Deduction Date. The Policy Date and each Monthly Anniversary of the Policy Date.

Dollars. Any money We pay, or which is paid to Us, must be in United States Dollars.

Effective Date. Coverage starts on this date.

Initial Basic Amount. The amount of coverage on the Insured provided by the Basic Plan on the Policy Date shown on page 3.

Initial Net Premium. The Initial Premium less any Premium Charge.

Initial Premium. The amount shown on page 3 You must pay before this Policy becomes effective.

Insurance Amount. The amount of coverage on the Effective Date of each Rider shown under this heading on page 3. For the Insured, see the Death Benefit Options provision on page 9.

Issue Date. The date this Policy is issued shown on page 3.

Net Premium Payment. Your premium payment less any Premium Charge.

DEFINITIONS (CONTINUED)

Officer. The president, a vice president, the secretary, or an assistant secretary of State Farm Life and Accident Assurance Company.

Payee. On the Insured's death, the Beneficiaries shown in the Application, unless changed. If You Surrender this Policy while the Insured is alive, the persons that You have named to receive the Cash Surrender Value. A Payee can be other than a natural person only if We agree.

Planned Premium. The premium amount shown on page 3 that You have chosen. This amount is for the payment period that You have chosen.

Policy Date. The Effective Date of this Policy shown on pages 1 and 3.

Policy Month, Year, or Anniversary. A Policy Month, Year, or Anniversary is measured from the Policy Date.

Proceeds. The amounts payable on the death of the Insured.

Request. A written Request signed by the person making the Request. Such Request must be received by Us and be on Our Request form; or if such Request is not on Our Request form, it must include the information required by Our Request form.

Rider. Any benefit, other than the Basic Plan, made a part of this Policy.

Successor Owner. May be named in the Application or later by Request if You are not the Insured.

GENERAL PROVISIONS

The Contract. This Policy contains the Basic Plan, any amendments, any endorsements, any Riders, and a copy of the Application. A copy of any Application for a change to this Policy will be sent to You to be placed with this Policy. Such Applications become part of this Policy. This Policy is the entire contract. We have relied on the statements in the Application in issuing this Policy. We reserve the right to investigate the truth and completeness of those statements. In the absence of fraud, those statements are representations and not warranties. Only statements in the Application will be used to rescind this Policy or deny a claim within the time period specified in the Incontestability provision.

Only an Officer has the right to change this Policy. No agent has the authority to change this Policy or to waive any of its terms. All endorsements, amendments, and Riders must be signed by an Officer to be valid.

We may modify this Policy after We notify You to assure continued qualification of this Policy as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. If We modify this Policy, We will send You the appropriate endorsement to be placed with this Policy. Such endorsement is subject to regulatory approval. If any provision of this Policy conflicts with the law of a jurisdiction that governs this Policy, the provision is deemed to be amended to conform to such law.

You may add available benefits or Riders, or remove existing benefits or Riders, subject to conditions and underwriting requirements set by Us at the time of the Request.

Definition of Life Insurance Test. In order for Your Policy to qualify as a life insurance contract under the Code, it must at all times satisfy one of the two tests defined by the Code. Unless elected otherwise in the Application, the test that applies to this Policy is the Cash Value Accumulation Test. The test applicable to this Policy is shown on page 3 and is called the Definition of Life Insurance Test. It cannot be changed for the life of this Policy.

GENERAL PROVISIONS (CONTINUED)

Transaction Delay. Any payment from the Account Value or for a Loan will usually be made within 7 days of receipt of the Request for payment. We may defer payment of any Cash Surrender Value, Withdrawal, or Loan for up to 6 months from the date We receive Your Request. However, a Withdrawal or a Loan to pay a premium on other policies with Us will not be deferred. If We defer any such payment for 30 days or more, We will pay interest in addition to such payment. Such interest accrues from the date the payment becomes payable to the date of payment at 2% per year or the Interest Rate and time required by law, if greater.

Annual Report. Each year, We will send You a report. This report will show:

- (1) the Account Value, the Cash Surrender Value, any Loan and accrued Loan Interest, and the amount of the Death Benefit as of the date of the last report and this report and
- (2) any premiums paid, any deductions made, and any Withdrawals made since the last report.

Minimum Values. The Cash Values are at least as large as those required by law in the state where this Policy is delivered. The insurance authority there has a statement of how these values are calculated. We base minimum Cash Values, Maximum Monthly Cost of Insurance Rates, and reserves on the Insured's age last birthday, sex and tobacco use, if applicable. The Guaranteed Interest Rate is shown on page 3. The mortality table used is shown on page 4. Modifications are made for each Class of Risk other than Standard.

Determination of Rates and Charges. The Monthly Cost of Insurance Rates, Premium Charge Percentage, Monthly Issue Charge, Monthly Policy Charge, and the Interest Rate applicable to the Account Value are set by Us based on investment earnings, mortality, expenses, persistency, capital and reserve requirements, taxes and profits. The Monthly Cost of Insurance Rates for each Policy Year vary by the Insured's age on the Policy Anniversary, sex, and the applicable Class of Risk. A Class of Risk will be determined for the Initial Basic Amount and for each Basic Amount Increase.

We may change, at Our discretion, the Monthly Cost of Insurance Rates, Premium Charge Percentage, Monthly Issue Charge, Monthly Policy Charge, and/or the Interest Rate applicable to the Account Value at any time. If We make any changes, the changes will be based on future expectations as to investment earnings, mortality, expenses, persistency, capital and reserve requirements, taxes and profits. No changes will be made after the Policy Anniversary when the Insured is age 121.

Annual Dividends. We do not expect to pay dividends on this Policy; however, We may apportion and pay dividends each year. Any such dividends will be paid only at the end of a Policy Year. There is no right to a partial or prorated dividend prior to the end of a Policy Year.

You may choose to have Your dividend used under one of these Dividend Options:

- (1) Cash. We will pay it to You in Cash.
- (2) Addition to Account Value. We will add it to the Account Value at the end of the Policy Year.

If You do not choose a Dividend Option on the Application or by Request or the Dividend Option chosen is not available, We will use Dividend Option 2. You may change the Dividend Option by Request. The change will apply to dividends paid after We receive Your Request.

Projection of Benefits and Values. If You send Us a Request, We will provide You with a projection of Death Benefits, Account Values, and Cash Surrender Values each year. An additional projection can be provided if You send Us a Request. We may charge no more than a \$25 fee for providing each additional projection.

GENERAL PROVISIONS (CONTINUED)

Assignment. You may assign this Policy or any interest in it. We will recognize an Assignment only if it is in writing and filed with Us. We are not responsible for the validity or effect of any Assignment. The Assignment will take effect the date You sign the notice or the date You choose, subject to any payments made or actions taken by Us prior to receipt of this notice.

Error in Age or Sex. If the Insured's date of birth or sex is not as stated in the Application, We will adjust this Policy as follows. If the error is discovered prior to the date a Death Benefit is payable on the Insured, Monthly Deductions starting on the next Deduction Date will be made based on the correct age and sex of the Insured. No adjustments will be made to the Account Value.

If the error is discovered when a Death Benefit is payable on the Insured, such adjustment will be based on the ratio of the correct deduction for the Cost of Insurance or Monthly Charge, as applicable, for the most recent Deduction Date for that benefit to the deduction for the Cost of Insurance or Monthly Charge, as applicable, that was made. For the Basic Plan, the adjustment is made to the amount of insurance less the Account Value.

Incontestability. We will not contest the Initial Basic Amount after the Basic Plan has been in force during the Insured's lifetime for 2 years from the Policy Date. We will not contest any Basic Amount Increase or Reinstatement after it has been in force during the lifetime of the Insured for 2 years from the Effective Date of the Basic Amount Increase or Reinstatement. We will not contest a Basic Amount Increase due to a change to Death Benefit Option 1. Any contest of any Basic Amount Increase or Reinstatement will be based on statements made in the Application that are material to the risk or the hazard assumed by Us for such Basic Amount Increase or Reinstatement.

Each Rider has its own Incontestability provision.

Limited Death Benefit. If the Insured dies by suicide while sane or insane within 2 years from the Policy Date, the Initial Basic Amount will not be paid. The Proceeds in this case will be limited to the premiums paid on the Basic Plan less any Loan, accrued Loan Interest, any Withdrawals from the Account Value, and any dividends paid on the Basic Plan.

Any Basic Amount Increase or amount reinstated will not be paid if the Insured's death results from suicide while sane or insane within 2 years from the Effective Date of such Basic Amount Increase or Reinstatement. The Proceeds of the Basic Amount Increase will be limited to the Monthly Deductions for the Basic Amount Increase. This does not apply to a Basic Amount Increase due to a change to Death Benefit Option 1. The Proceeds of a reinstated Policy will be limited to the premiums paid on the Basic Plan since Reinstatement less any Loan, accrued Loan Interest, any Withdrawals from the Account Value, and any dividends paid on the Basic Plan.

Each Rider has its own Limited Death Benefit provision.

OWNERSHIP PROVISIONS

Owner. The Owner is as named in the Application, unless changed. You may exercise any policy provision only by Request and while the Insured is alive, subject to the rights of any assignee that We have on record and to the rights of any irrevocably designated Beneficiary. The Successor Owner will become the Owner of this Policy if You die while this Policy is in force.

Change of Owner/Successor Owner. You may change the Owner or Successor Owner by Request while the Insured is alive and this Policy is in force. The change will take effect the date You sign the Request, unless You specify a later date. The change will not affect any action We have taken before We receive the Request. A change of Owner or Successor Owner does not change the Beneficiary Designation.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS

Death Benefit. The amount of Death Benefit is an amount of insurance based on:

- (1) the Death Benefit Option shown on page 3,
- (2) plus any Insurance Amounts payable under any Riders on the Insured,
- (3) plus any dividend values in the Policy at the time of death and the part of the Cost of Insurance for the part of the Policy Month beyond the Insured's death,
- (4) less any Loan, accrued Loan Interest, and, if the Insured dies during the Grace Period, the Monthly Deductions from the start of the Grace Period.

Death Benefit Options. There are two Death Benefit Options. If You do not choose an option, We will use Option 2. The Account Value on the date of death is used in determining the amount of insurance. If the Death Benefit Option is Option 2 on the Policy Anniversary when the Insured is age 121, the Death Benefit Option will automatically be changed to Option 1.

Option 1. The amount of insurance will be the greater of:

- (1) the Basic Amount plus Net Premium Payment received since the last Deduction Date plus interest earned on that Net Premium Payment or
- (2) a percentage of the Account Value based on the Insured's age at the start of the current Policy Year, as indicated in the "Minimum Death Benefit Percentage of Account Value Table" shown on page 4.

Option 2. The amount of insurance will be the greater of:

- (1) the Basic Amount plus the Account Value or
- (2) a percentage of the Account Value based on the Insured's age at the start of the current Policy Year, as indicated in the "Minimum Death Benefit Percentage of Account Value Table" shown on page 4.

Change in Basic Amount. The Basic Amount changes are limited to one each Policy Year by Request. However, any increase in the Basic Amount required due to a payment that would increase the Policy's Death Benefit more than it increases the Account Value will not count against this limit. The minimum amount of change is shown on page 3. For any change in Basic Amount, We will send You revised pages 3 and 4 to be placed with this Policy.

For a Basic Amount Increase, an Application must be completed, evidence of insurability satisfactory to Us must be furnished, and there must be enough Cash Surrender Value to make a Monthly Deduction which includes the Cost of Insurance for the Basic Amount Increase. No Basic Amount Increase will be allowed after the Policy Anniversary when the Insured is age 85. The revised pages 3 and 4 will show the amount of the Basic Amount Increase, its Effective Date, Maximum Monthly Cost of Insurance Rates for the Basic Amount Increase if the Class of Risk for the Basic Amount Increase is different, the additional Surrender Charges, and any change in Planned Premium.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS (CONTINUED)

For a Basic Amount Decrease, the Basic Amount remaining after the decrease cannot be less than the Basic Amount Minimum. We reserve the right to not accept a Request for a Basic Amount Decrease if such decrease could result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. Any decrease will first be used to reduce the most recent Basic Amount Increase. Then, the next most recent Basic Amount Increases will be reduced. Finally, the Initial Basic Amount will be reduced. The revised pages 3 and 4 will show the amount of decrease, its Effective Date, and any change in Planned Premium and Surrender Charges. The Basic Amount Decrease will take effect on the date We receive the Request.

Change of Death Benefit Option. You may change a Death Benefit Option once each Policy Year by Request prior to the Policy Anniversary when the Insured is age 121. The change will take effect the date We receive Your Request. For a change in Death Benefit Option, We will send You a revised page 3 to be placed with this Policy. The revised page will show the new Death Benefit Option and the Effective Date of the change.

If the change is to Death Benefit Option 1, the Basic Amount will be increased by the amount of Account Value on the Effective Date of the change. We reserve the right to not accept Your Request for a change to Death Benefit Option 1 if such change could result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time.

If the change is to Death Benefit Option 2, the Basic Amount will be decreased by the Account Value on the Effective Date of the decrease.

PREMIUM PROVISIONS

Payment of Premiums. You may pay premiums at Our Home Office or to one of Our agents. We will give You a receipt signed by one of Our Officers, if You Request one. The Initial Premium, shown on page 3, is due on the Policy Date. All other premiums may be paid in any amount and at any time prior to the Policy Anniversary when the Insured is age 121 if:

- (1) the amount is at least \$25;
- (2) in a Policy Year, the total premiums, excluding the Initial Premium, do not exceed without Our consent, the total Planned Premiums for a Policy Year; and
- (3) no premium or part of any premium paid would be rejected for tax purposes.

On and after the Policy Anniversary when the Insured is age 121, no premium will be accepted other than premiums required to keep this Policy in force under the Grace Period.

We reserve the right to Request evidence of insurability and require an increase in Basic Amount and/or reject premium if the premium payment would increase the Policy's Death Benefit more than it increases the Account Value.

Premium Charge. The Premium Charge Percentage times the amount of the premium received is the Premium Charge. The Maximum Premium Charge Percentage is shown on page 3. We can charge a Premium Charge Percentage that is equal to or less than the Maximum Premium Charge Percentage. The Premium Charge Percentage and any changes to this percentage are based on the factors set forth in the Determination of Rates and Charges provision.

PREMIUM PROVISIONS (CONTINUED)

Rejection of Premium Payments for Tax Purposes. We reserve the right to reject any premium or part of any premium paid if such premium amount would result in this Policy being disqualified as a life insurance contract under any section of, regulation or ruling under, the Code, as amended from time to time. We will promptly return any rejected premium. No Premium Charge will be deducted from the rejected premium. No premium will be rejected if it is necessary to continue coverage.

Grace Period. A Grace Period is 61 days and starts on a Deduction Date as specified below. We will mail a notice to You and to any assignee of record at least 31 days prior to the end of the Grace Period. The notice will state:

- (1) this Policy will remain in force until the end of the Grace Period,
- (2) the date the Grace Period ends, and
- (3) this Policy will terminate and lapse without value unless the required amount is paid prior to that date.

Prior to the Policy Anniversary when the Insured is age 121, the Grace Period will start on any Deduction Date if the Cash Surrender Value is not enough to cover the Monthly Deduction on that Deduction Date. On and after the Policy Anniversary when the Insured is age 121, the Grace Period will start on any Deduction Date if the Account Value is less than the Loan plus accrued Loan Interest. If the Grace Period ends prior to the Policy Anniversary when the Insured is age 121, the required amount is a premium large enough to provide an increase in the Cash Surrender Value to cover the Monthly Deductions for the Grace Period and any increase in the Surrender Charges. If the Grace Period ends on or after the Policy Anniversary when the Insured is age 121, the required amount must be a payment large enough to cover the Loan plus accrued Loan Interest that is in excess of the Account Value at the end of the Grace Period.

Reinstatement. If this Policy is terminated at the end of the Grace Period, You may apply to reinstate it within 5 years after lapse. You must give Us proof of the Insured's insurability that is satisfactory to Us. You must pay an amount as specified below:

- (1) If Reinstatement is applied for prior to the Policy Anniversary when the Insured is age 121, the premium must be large enough to provide an increase in the Policy Account Value over the amount We reinstate so that the Cash Surrender Value will cover the Monthly Deductions for the Grace Period and keep this Policy in force for 2 months following the date the Reinstatement takes effect.
- (2) If Reinstatement is applied for on or after the Policy Anniversary when the Insured is age 121, that amount must be large enough to cover the accrued Loan Interest in excess of the Account Value less the Loan on the date the Reinstatement takes effect.

Reinstatement will take effect on the date We approve the Application for Reinstatement. The amount of any Loan Amount on the date of lapse will be reinstated when Reinstatement takes effect. No interest from the date of lapse to date of Reinstatement is included in that amount. We will reinstate the amount of the Policy Account Value equal to the Policy Account Value on the date of lapse less any decrease in the amount of any Surrender Charge between the date of lapse and the date of Reinstatement.

GUARANTEED VALUES PROVISIONS

Account Value. The Account Value on the Policy Date is the Initial Net Premium less the Monthly Deduction for the first Policy Month.

The Account Value on any Deduction Date after the Policy Date is the Account Value on the prior Deduction Date:

- (1) plus any Net Premium Payments received since the prior Deduction Date,
- (2) less the deduction for the Cost of Insurance and the Monthly Issue Charge for any Basic Amount Increase and the Monthly Charges for any Riders that became effective since the prior Deduction Date,
- (3) less any Withdrawals since the prior Deduction Date,
- (4) less the current Monthly Deduction,
- (5) plus any dividend paid and added to the Account Value on the current Deduction Date, and
- (6) plus any interest accrued since the prior Deduction Date.

The Account Value on any other date is the Account Value on the prior Deduction Date:

- (1) plus any Net Premium Payments received since the prior Deduction Date,
- (2) less the deduction for the Cost of Insurance and the Monthly Issue Charge for any Basic Amount Increase and the Monthly Charges for any Riders that became effective since the prior Deduction Date,
- (3) less any Withdrawals since the prior Deduction Date, and
- (4) plus any interest accrued since the prior Deduction Date.

Monthly Deduction. This deduction is made on each Deduction Date prior to the Policy Anniversary when the Insured is age 121, whether or not premiums are paid, as long as the Cash Surrender Value is enough to cover that Monthly Deduction. Each Monthly Deduction includes:

- (1) the Cost of Insurance,
- (2) the Monthly Charges for any Riders,
- (3) the Monthly Policy Charge, and
- (4) the Monthly Issue Charge, if applicable.

No Monthly Deduction will be made on or after the Policy Anniversary when the Insured is age 121.

Cost of Insurance. This cost is calculated each Policy Month prior to the Policy Anniversary when the Insured is age 121. The cost is determined separately for the Initial Basic Amount and each Basic Amount Increase. The Cost of Insurance is the Monthly Cost of Insurance Rate times the difference between **(1)** and **(2)** where:

- (1)** is the amount of insurance attributable to the Initial Basic Amount of Insurance or Basic Amount Increase, as applicable, on the Deduction Date at the start of the month divided by the Insurance Discount Factor shown on page 3, and
- (2)** is the Account Value attributable to the Initial Basic Amount or Basic Amount Increase, as applicable, on the Deduction Date at the start of the month after the deduction of the part of the Monthly Deduction that does not include the Cost of Insurance and the Monthly Charge for any Waiver of Monthly Deduction Benefit Rider.

Until the Account Value exceeds the Initial Basic Amount, the Account Value is part of the Initial Basic Amount. Once the Account Value exceeds that amount, if there have been any Basic Amount Increases, the excess will be part of the increases in the order in which the increases occurred.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Monthly Cost of Insurance Rates. The Maximum Monthly Cost of Insurance Rates for the Initial Basic Amount are shown on page 4. A Class of Risk will be determined for the Initial Basic Amount and for each Basic Amount Increase. We can charge rates that are equal to or less than the Maximum Monthly Cost of Insurance Rates. Such rates and any changes to those rates will be based on factors set forth in the Determination of Rates and Charges provision.

Monthly Policy Charge. The Maximum Monthly Policy Charge is shown on page 3. We can charge an amount that is equal to or less than the Maximum Monthly Policy Charge. The Monthly Policy Charge and any changes to this charge are based on the factors set forth in the Determination of Rates and Charges provision.

Monthly Issue Charge. The Maximum Monthly Issue Charge is shown on page 3. We can charge an amount that is equal to or less than the Maximum Monthly Issue Charge. The Monthly Issue Charge and any changes to this charge are based on the factors set forth in the Determination of Rates and Charges provision. A Monthly Issue Charge is determined separately for the Initial Basic Amount and each Basic Amount Increase.

Interest Credited. The Guaranteed Interest Rate to be credited to the Account Value is shown on page 3. The actual Interest Rate credited and any changes to this rate are based on the factors set forth in the Determination of Rates and Charges provision. The actual Interest Rate credited cannot be less than the Guaranteed Interest Rate. The rate applied to the Account Value up to the amount of any Loan may differ from the rate applied to the Account Value in excess of the amount of the Loan.

On and after the Policy Anniversary when the Insured is age 121, the Guaranteed Interest Rate will be credited to the Account Value.

Surrender Charge. The Schedule of Surrender Charges is shown on page 4. For each Basic Amount Increase, additional Surrender Charges will apply. The revised page 4 will show a revised Schedule of Surrender Charges which includes those additional charges.

Upon Reinstatement, the Surrender Charges will be adjusted for any Surrender Charge deducted at the time of lapse. The revised page 4 will show a schedule of the adjusted Surrender Charges.

SURRENDER AND WITHDRAWALS PROVISIONS

Surrender. You may Surrender this Policy at any time by Request. This Policy will terminate on the date We receive Your Request or later date if You so Request it. We will pay You the Cash Surrender Value as of the date coverage ceases plus the Monthly Deduction for the part of the Policy Month beyond that date. See the Surrender Charge provision regarding the Surrender Charges applicable.

Withdrawals. You may withdraw part of the Cash Surrender Value by Request at any time while this Policy is in force. No more than 4 Withdrawals can be made in any Policy Year. The Minimum Withdrawal Amount is shown on page 3. The Withdrawal is effective on the date We receive Your Request or a later date, if You so Request it. As of that date, the Account Value is reduced by the amount of the Withdrawal.

If You Request a Basic Amount Decrease or a Change in Death Benefit Option at the same time You Request a Withdrawal, We will process the Withdrawal before processing either the Basic Amount Decrease or the Change in Death Benefit Option.

SURRENDER AND WITHDRAWALS PROVISIONS (CONTINUED)

If Death Benefit Option 1 is in effect, then the Basic Amount will be reduced by the amount of the Withdrawal. The Effective Date of the reduction will be the date of the Withdrawal. The reduction will be made as if a Basic Amount Decrease had been requested.

We reserve the right to reject Your Request for a Withdrawal if Your Request would reduce the Basic Amount below the Basic Amount Minimum. We reserve the right to reject Your Request for a Withdrawal if the Withdrawal would result in this Policy being disqualified as a life insurance contract under any section of, ruling or regulation under, the Code, as amended from time to time.

POLICY LOAN PROVISIONS

Loan. You may borrow against this Policy at any time while this Policy is in force. This Policy is the sole security for such Loan. You may borrow the Loan Value less any existing Loan and accrued Loan Interest and Monthly Deductions for the next 2 months. If Your unpaid Loan plus accrued Loan Interest exceeds the Loan Value on any Deduction Date, the Grace Period provision will apply.

Loan Value. The Loan Value is the Cash Value of this Policy.

Loan Interest. Interest accrues and is payable each day at a rate of 6% a year in Policy Years 1-10, 5% a year in Policy Years 11-20, and 4.5% a year in Policy Years 21 and later. Any interest not paid is added to the Loan on each Policy Anniversary.

Loan Repayment. You may repay all or part of a Loan at any time before the Insured dies or this Policy is surrendered or terminated. Prior to the Policy Anniversary when the Insured is age 121, You must tell Us that a payment is for repayment or We will assume it is a premium payment. If this Policy has a Loan on or after the Policy Anniversary when the Insured is age 121, only a repayment of a Loan will be accepted.

PAYMENT OF BENEFITS PROVISIONS

Beneficiary Designation. This is as shown in the Application, unless You have made a change by Request. It includes the name of the Beneficiary. If You name "estate" as a Beneficiary, it means the executors or administrators of the last survivor of You and all Beneficiaries. If You name "children" of a person as a Beneficiary, only children born to or legally adopted by that person will be included. We may rely on an affidavit as to the ages, names, and other facts about all Beneficiaries. We will incur no liability if We act on such affidavit.

Change of Beneficiary Designation. You may make a change by Request while the Insured is alive and this Policy is in force. The change will take effect on the date Your Request is signed, unless You specify a later date. The change will not affect any action We have taken before We receive the Request. To change a named irrevocable Beneficiary, the Request must include a written consent from the irrevocable Beneficiary who is being changed.

PAYMENT OF BENEFITS PROVISIONS (CONTINUED)

Order of Payment on the Insured's Death. When the Insured dies, We will make payment in equal shares to the primary Beneficiaries living when payment is made. If the last primary dies, We will make payment in equal shares to the Successor Beneficiaries living when payment is made. If, at any time, no Beneficiary is living, We will make a one sum payment to You, if living when payment is made. Otherwise, We will make a one sum payment to the estate of the last Survivor of You and all Beneficiaries. You may change this order of payment by Request while the Insured is alive.

Methods of Payment. We will pay the Proceeds or the Cash Surrender Value under the One Sum Method unless You choose another method then available. If the Payee is other than a natural person, We will make payment under the One Sum Method.

All payment intervals are measured from the date this Policy is Surrendered or from the date the Insured dies.

After the Insured's death, a Payee who has the right to make a Withdrawal may change the Method of Payment. This Payee may also appoint a Successor Payee. The Successor Payee may be the Payee's estate.

We must receive a Request for payment of the Proceeds and due proof of the Insured's death. Due proof of the Insured's death is evidence satisfactory to Us:

- (1) to establish the date and fact of the Insured's death,
- (2) to permit Us to determine whether Proceeds are payable, and
- (3) such other items and information as may be necessary for Us to comply with laws and regulations related to payment of the claim or administration of the business of insurance.

Method 1 (One Sum Method). We will pay the Cash Surrender Value or the Proceeds in one sum. Interest will be paid from the date of the Insured's death to the date of payment. The Interest Rate will be the greater of 2% a year or the Interest Rate required by law, if applicable.

Method 2 (Other Method). Payment by any other method may be made if We agree.

This page intentionally left blank.

This page intentionally left blank.

BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A Death Benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive prior to the Policy Anniversary when the Insured is age 121. The Basic Plan is eligible for Annual Dividends.